

STATE OF INDIANA)
) SS:
COUNTY OF HAMILTON)

IN THE HAMILTON CIRCUIT COURT

CAUSE NO. 29 C 01 0703 m1378

In Re: AFFORDABLE HOME)
 RENOVATIONS, INC.,)
)
 Respondent.)

AVC NO. 07-007

FILED
2007 MAR 29 AM 11:14
CLERK OF HAMILTON COUNTY COURTS
J. J. [Signature]

ASSURANCE OF VOLUNTARY COMPLIANCE

The State of Indiana, by Attorney General Steve Carter and Deputy Attorney General Terry Tolliver, and the Respondent, Affordable Home Renovations, Inc., enter into an Assurance of Voluntary Compliance ("Assurance"), pursuant to Indiana Code § 24-5-0.5-7.

Any violation of the terms of this Assurance constitutes *prima facie* evidence of a deceptive act. This Assurance is entered into without any adjudication of any issue of fact or law, and upon consent of the parties.

The parties agree:

1. The Respondent is a for-profit domestic corporation engaged in business as a home improvement contractor with a principal place of business in Hamilton County, located at 597 Industrial Drive, #110, Carmel, Indiana, 46032.
2. The terms of this Assurance apply to and are binding upon the Respondent, its employees, agents, representatives, successors, and assigns.
3. The Respondent acknowledges the jurisdiction of the Consumer Protection Division of the Office of the Attorney General to investigate matters hereinafter described, pursuant to the authority of Ind. Code § 4-6-9-4 and Ind. Code § 24-5-0.5-1, *et seq.*

4. The Respondent acknowledges it has been advised the Attorney General's role in this matter is to serve as counsel for the State of Indiana and the Office of the Attorney General has not given the Respondent any legal advice regarding this matter. The Respondent expressly acknowledges the Office of the Attorney General has previously advised the Respondent to secure legal counsel prior to entering into this Assurance for any legal advice the Respondent requires.

5. The Respondent agrees, pursuant to Ind. Code § 24-5-11-10(a), in every home improvement transaction, to provide a completed home improvement contract to the consumer before it is signed by the consumer. The Respondent agrees the contract must contain at a minimum the following:

- a. The name of the consumer and the address of the residential property that is the subject of the home improvement;
- b. The name and address of the Respondent and each of the telephone numbers and names of any agent to whom consumer problems and inquiries can be directed;
- c. The date the home improvement contract was submitted to the consumer and any time limitation on the consumer's acceptance of the home improvement contract;
- d. A reasonably detailed description of the proposed home improvements;

- e. If the description required by Indiana Code §24-5-11-10(a)(4) does not include the specifications for the home improvement, a statement that the specifications will be provided to the consumer before commencing any work and that the home improvement contract is subject to the consumer's separate written and dated approval of the specifications;
- f. The approximate starting and completion dates of the home improvements;
- g. A statement of any contingencies that would materially change the approximate completion date;
- h. The home improvement contract price; and
- i. Signature lines for the Respondent or the Respondent's agent and for each consumer who is to be a party to the home improvement contract with a legible printed or a typed version of that person's name placed directly after or below the signature.

6. The Respondent agrees each of the Respondent's home improvement contracts will be in a form each consumer who is a party to the contract can reasonably read and understand, as required by Ind. Code § 24-5-11-10(b).

7. The Respondent agrees, pursuant to Ind. Code § 24-5-11-10(c), if a home improvement contract is entered into as a result of damage, loss, or expense that is covered, in whole or in part, by the proceeds of an insurance policy, or damage, loss, or expense for which a third party is liable, the following conditions and requirements apply to the home improvement contract:

- a. The description, completion dates, and statement of contingencies must be prepared for the proposed home improvements to the extent that the damage, loss, or expense is reasonably known by the Respondent;
- b. The requirement that a reasonably detailed description be included in the contract may be satisfied with a statement that the subject real estate will be repaired or restored to the same condition in which the real estate existed before the damage, loss, or expense occurred, or to a comparable condition;
- c. The starting and completion dates may be expressed in terms of the number of days elapsed from the date when sufficient approval of the insurance carrier terms allowing for adequate repair or restoration is obtained;
- d. The consumer may agree to a contract price expressed in terms of the consumer's liability for payment after the application of insurance proceeds or payments from a liable third party; and
- e. The consumer may elect, in writing, to authorize the commencement of work on the home before the consumer receives complete specifications. However, a consumer who elects to authorize the commencement of work under this subdivision is obligated for the home improvements specified and agreed to by the insurance carrier.

8. The Respondent agrees, before the consumer signs the home improvement contract and before the consumer can be required to make a down payment, the Respondent will have agreed unequivocally by written signature to all of the terms of the home improvement contract, as required by Ind. Code § 24-5-11-11.

9. The Respondent agrees it will give a fully executed copy of the home improvement contract, showing the dates the Respondent and each consumer executed the contract, to the consumer immediately after the consumer signs it, as required by Ind. Code § 24-5-11-12.

10. The Respondent, in soliciting and/or contracting with consumers, agrees to refrain from conducting any business activity in the State of Indiana unless those activities are in full compliance with the Home Improvement Contracts Act, Ind. Code § 24-5-11-1, *et seq.*

11. The Respondent, in soliciting and/or contracting with consumers, agrees to refrain from representing, either orally or in writing, the subject of a consumer transaction has sponsorship, approval, performance, characteristics, accessories, uses, or benefits it does not have which the Respondent knows or should reasonably know it does not have.

12. The Respondent, in soliciting and/or contracting with consumers, agrees to refrain from representing, either orally or in writing, that a specific price advantage exists as to such subject of a consumer transaction, if it does not and if the Respondent knows or should reasonably know it does not.

13. The Respondent, in soliciting and/or contracting with consumers, agrees to refrain from representing, either orally or in writing, the Respondent is able to deliver or complete the subject of the consumer transaction within a stated period of time, when the Respondent knows or should reasonably know it could not. If no time period has been stated by the Respondent, there is a presumption the Respondent has represented it will deliver or complete the subject of the consumer transaction within a reasonable period of time.

14. The Respondent agrees to refrain from soliciting, entering into, or engaging in consumer transactions without the appropriate license or permit required by law.

15. The Respondent, in soliciting and/or contracting with consumers, agrees to fully comply with the Deceptive Consumer Sales Act, Ind. Code § 24-5-0.5-1, *et seq.*

16. Upon execution of this Assurance, the Respondent shall consider the July 5, 2006 contract and all subsequent addendums for work to be performed by the Respondent on Ms. Walker's home fully satisfied upon Ms. Walker's final payment to the Respondent in the amount of Two Thousand Nine Hundred Eighteen Dollars and Sixty-Two Cents (\$2,918.62).

17. Upon execution of this Assurance, the Respondent shall pay costs in the amount of Five Hundred Dollars (\$500.00) to the Office of the Attorney General.

18. The Respondent shall not represent the Office of the Attorney General approves or endorses the Respondent's past or future business practices, or that execution of this Assurance constitutes such approval or endorsement.

19. The Respondent shall fully cooperate with the Office of the Attorney General in the resolution of any future written complaints the Consumer Protection Division receives. This shall include, but is not limited to, the Respondent promptly resolving any additional valid consumer complaints brought to the Respondent's attention by the Office of the Attorney General either prior to, or after the filing of, this Assurance with the Court.

20. The Office of the Attorney General shall file this Assurance with the Circuit Court of Hamilton County. The Court's approval of this Assurance shall not act as a bar to any private right of action.

DATED this 27th day of March, 2007.

STATE OF INDIANA

RESPONDENT

STEVE CARTER
Indiana Attorney General

AFFORDABLE HOME
RENOVATIONS, INC.

By:



Terry Tolliver
Deputy Attorney General
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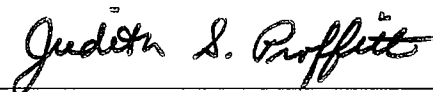
By:



Timothy P. Gilliam, President

March 22, 2007

APPROVED this 30 day of March, 2007.



Judge, Hamilton Circuit Court

Distribution:

Terry Tolliver
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Timothy Gilliam, President
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